

ORDINANCE NO. 2482-25

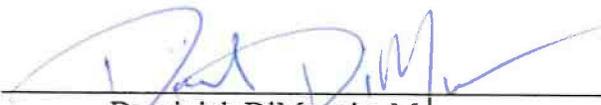
**AN ORDINANCE AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH
SPECIAL RECREATION ASSOCIATION OF CENTRAL LAKE COUNTY FOR
VEHICLE USE**

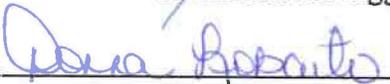
BE IT ORDAINED by the Mayor and Board of Trustees of the Village of Hawthorn Woods, Illinois, that the Mayor and Chief Operating Officer be, and the same are, hereby authorized and directed to execute an agreement with the Special Recreation Association of Central Lake County in substantially the form attached hereto as Exhibit "A," and, by this reference, made a part hereof. The foregoing Ordinance was adopted by the Village Board of Hawthorn Woods, Illinois on May 27, 2025:

AYES: Kaiser, McCarthy, Rychar, Bayer, Hurst, Roman

NAYS: 0

ABSENT AND NOT VOTING: 0

APPROVED: 
Dominick DiMaggio, Mayor

ATTEST: 
Donna Lobaito, Village Clerk

ADOPTED: May 27, 2025

APPROVED: May 27, 2025

AGREEMENT FOR USE OF SRA VEHICLE

THIS AGREEMENT is entered on April 16, 2025 by and between the Special Recreation Association of Central Lake County (the "SRA") and the Village of Hawthorn Woods (the "User") for the use of the below identified vehicles.

User agrees and understands as follows:

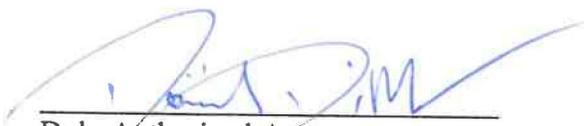
1. Agreement Period: 04/16/25 – 04/30/26
2. Type of vehicle available: Activity Bus/Mini-Bus/Wheelchair Lift
3. Unless otherwise specifically agreed to in writing, User agrees to pay the following:

Gas tank to be filled upon return of vehicle to Association
4. User is solely responsible for determining whether the vehicle requested is suitable and appropriate for any intended use and understands that the SRA makes no such representation, including but not limited to accessibility requirements under the Americans with Disabilities Act.
5. User is solely responsible for providing any and all supervision and security services during the term of use.
6. User shall ensure that to the extent possible, all passengers shall be safely secured in their seats at all times during the operation of the vehicle.
7. User shall be responsible to pay for all tolls and parking fees.
8. User shall reimburse the SRA all reasonable costs to repair any damage to the vehicle, which is not ordinary wear or tear caused by User.
9. User shall use and operate the vehicle(s) in accordance with all applicable federal, state and municipal laws, ordinances, rules and regulations. User shall only permit properly licensed and trained drivers to operate and drive any SRA vehicle, and all such drivers shall be and shall conclusively be deemed to be the agents or employees of User's only.
10. User shall not sublease, let for hire or loan any vehicle to any third party under any circumstances. User understands and agrees that vehicle use is solely limited to User's own use.
11. Alcoholic beverages are not permitted in any SRA vehicle.
12. User understands and agrees that the SRA is not responsible for damages whatsoever or inconvenience to User or any member of User's group in the event of a mechanical breakdown of the vehicle.

15. **IDEMNIFICATION:** To the fullest extent permitted by law, User shall protect, indemnify, save, defend and hold harmless the SRA, officers, officials, agents, volunteers, employees, and cooperative member agencies (collectively "SRA"), from and against any and all liabilities, obligations, claims, damages, penalties, causes of action, costs and expenses (including reasonable attorney and paralegal fees, court costs and expert expenses), which SRA may become obligated by reason of any accident, injury or death of persons, or loss of or damage to property arising indirectly or directly in connection with or under, or as a result of this Agreement, whether or not covered by insurance.
16. User agrees that all passengers shall execute a Waiver and Release of All Claims and Assumption of Risk waiving any and all rights arising out of transportation services against the SRA, including any cooperative member agency.
17. This Agreement is entered into solely for the benefit of the contracting parties, and nothing in this Agreement is intended, either expressly or impliedly, to provide any right or benefit of any kind whatsoever to any person or entity, who is not a party to this Agreement, or to acknowledge, establish or impose any legal duty to any third party.

As an authorized agent and representative of the Village of Hawthorn Woods, I fully accept the terms and conditions of this Agreement.

Signed



Duly Authorized Agent



(PRINT NAME & TITLE)

Date 5/27/25

Village of Hawthorn Woods